Braunstein - New Still & info...

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Nash Engineering Company

South Norwalk, Conn., U.S.A.

THE NASH ENGINEERING COMPANY 795 Union Commerce Building Cleveland, Ohio 441135



September 12, 1966

Obitts Chemical Company Elyria, Ohio

Attention: Mr. R. W. Obitts

Gentlemen:

Further to our letter of September 7th, this is to advise that your Size TS-7 Nash Vacuum Pump, Test No. Y-8448-49, was originally sold to Hills & Morrow of Mishawaka, Indiana and shipped to the Erie Ordnance Depot at LaCarne, Ohio. The pump was shipped from our factory on December 19, 1951.

Very truly yours,

NASH ENGINEERING COMPANY

E. A. Barton, Manager Cleveland Office

EAB/ako

SPECIAL SEALED BID CONDITIONS

ARTICLE AG: COMPRESSED GAS CYLINDERS. (Items #27 and 133)

- 1. Purchasers are warned that the material may contain items of an explosive or toxic nature notwithstanding the care exercised by the Government to remove them or render the material harmless. The Government assumes no liability for damages to the property of the purchaser or for personal injuries or disabilities to the purchaser or the purchaser's employees or to any other person arising from or incident to the purchase of this material or its use or disposition by the purchaser. The purchaser shall hold the Government harmless from any and all such demands, suits, actions, or claims of whatsoever nature arising from or out of the purchase of this material.
- 2. Purchasers are warned that prior to any change in markings of the compressed gas cylinders herein listed, the Bureau of Explosives, Association of American Railroads, 30 Vesey Street, New York, New York, will be advised of (a) the identity and location of the new owner, and (b) present cylinder markings and (c) the manner in which these markings will be changed.

ARTICLE AH STILLS. (Item #28)

- 1. The purchaser represents, warrants, and certifies to the United States that he will comply with the provisions of the Internal Revenue Code and with regulations issued thereunder pertaining to the property covered by this contract.
- 2. Copies of the United States Treasury Department, Internal Revenue Service Publication No. 223, "Stills" can be obtained at a nominal fee from the Superintendent of Documents, U.S. Government Printing Office, Washington 25. D.C.

ARTICLE AI: CONTRACT WORK HOURS STANDARDS ACT--OVERTIME COMPENSATION. (Items #27 and 28) This contact, to the extent that it is of a character specified in the Contract Work Hours Standards Act (40 U.S.C. 327-330), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

- (a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek or work subject to the provisions of the Contract Work Hours Standards Act unless such laborer or mechanic receives compensation at a rate not less than one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.
- (b) <u>Violation; liability for unpaid wages; liquidated damages.</u> In the event of any violation of the provisions of paragraph (a), the contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph (a).
- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer may withhold from the Government Prime Contractor, from any moneys payable on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).
- (d) <u>Subcontracts</u>. The contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.
- (e) <u>Records</u>. The contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three years from the completion of the contract.

ARTICLE AJ: CONVICT LABOR. (Items #27 and 28) In connection with the performance of work under this contract the purchaser agrees not to employ any person undergoing sentence or imprisonment at hard labor.

ARTICLE AK: LIABILITY AND INSURANCE. (Items #27 and 28)

- 1. After mailing the notice of award, and prior to the date payment is made by the purchaser, the Government shall be responsible for the care and protection of the property and any loss, damage or destruction occurring during such period will be adjusted by the Sales Contracting Officer.
- 2. After payment has been made by the purchaser, the purchaser:
- a. Shall be liable to the Government for any and all loss of or damage to Government owned property, both real and personal, and (Continued)

SPECIAL SEALED BID CONDITIONS

ARTICLE AK: LIABILITY AND INSURANCE. (Items #27 and 28) (Cont'd)

be shall be responsible for and shall hold the Government harmless from any and all loss, damage, liability, and expense for property of every kind and description, whether or not owned by the Government, or bodily injury to or death caused either in whole or in part by negligence or fault of the purchaser, his officers, agents or employees in the performance of work under this contract. The general liability and responsibility of the purchaser under this clause are subject to the following specific limitations:

- 1. The purchaser shall not be responsible to the Government for and does not agree to hold the Government harmless from loss or damage to property or bodily injury to or death of persons when the damage, injury or death results solely from an act or omission of the Government or its employees or results solely from proper compliance by officers, agents, or employees of the purchaser with specific written directions of the Sales Contracting Officer.
- 2. The purchaser shall at no expense to the Government, furnish the Sales Contracting Officer with certificates of insurance as follows to be effective during the term of this contract including any extension thereof:
- a. Standard Workmen's Compensation and Employer's Liability Insurance such as may be proper under applicable State or Federal statutes. The purchaser may, however, be self-insured against the risk of this sub-paragraph if he has obtained the prior approval of the Sales Contracting Officer. This approval will be given upon receipt of satisfactory evidence that the purchaser has qualified as a self-insurer under the applicable provisions of Law.
- b. Bodily Injury Liability Insurance in an amount of not less than \$50,000 any one person and \$250,000 any one accident or occurrence.
- c. Property Damage Liability Insurance in an amount of not less than \$10,000 (which shall include any and all property both real and personal which is in any way connected with the performance of this contract) whether or not in the care, custody, or control of the purchaser.

ARTICLE AL: DANGEROUS PROPERTY. (Item # 133) Purchasers of this property are warned that the material purchased may contain items of an explosive, toxic, or inflammable nature, notwithstanding the care exercised by the Government to remove them or render the material harmless. The Government assumes no liability for damages to the property of the purchaser, or for personal injuries or disabilities to the purchaser or the purchaser's employees or to any other person, arising from or incident to the purchase of this material, or its use or disposition by the purchaser. The purchaser shall save the Government harmless from any and all such claims.

ARTICLE AM: SODIUM FILLED VALVES. (Item #43 thru 67) Purchasers are warned that valves in engines may contain metallic sodium which is explosive in nature when brought into contact with water. The purchaser agrees that he will properly dispose of said sodium valves at his own risk. The Government assumes no liability for failure to remove metallic sodium from any valve or to remove sodium filled valves from any engine or assembly and the purchaser agrees that the Government shall have no liability in connection therewith.

ARTICLE AN: DISMANTLING. (Items #27 and 28)

- 1. Dismanning will be the sole responsibility of the purchaser and the Government will furnish no labor or material for this purpose.
- 2. All material, rubbish and debris resulting from this contract shall be removed from the post by the contractor at his expense. Waste material shall be removed concurrently with the progress of the move and no accumulation of any rubbish and debris will be permitted.

ARTICLE AO: TiME FOR REMOVAL. Items must be removed by <u>8 August 1966</u>. This removal period is established on the basis that an award will be made within 3 working days after the date of opening of bids. Should the award of any item or items not be made within this 3-day period, an appropriate allowance will be made in the date for removal for such items.

TERENIY NO LATER THAN

6549 Darlington Rd.
NATIONAL EQUIPMENT CO.

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FITTSBURGH 17, PA.
PHONE 521-5097 Ages Coop. 412

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D.K. Dubena
The Obitts Chemical Co.
142 Locust St.
P.O. Box 375
Elyria, Ohio 44035

SUBJECT \$42.00 Storage Charges

Cont. No. 27-7001-132

MESSAGE 9-25-66 Dear Madam: I was surprised and embarrassed to receive a letter from Velma Payne, Sales Contracting Officer, D.S.S.O., P.O. Box 13110, Columbus, Ohio 43213, advising that payment of storage charges has not been received. On Aug. 18 you wrote to ask where part. should be sent. In our phone conversation of the 20th we advised that it should be sent to either Columbus or Port Clinton. At this time, however, Columbus would be better. The check should be made out to 'Tresurer of United States' and sent to attn of Mrs. Payne. Thank You.

No. A. Braunstein

REPLY 9/27/66

Dear Sir. In talking to Mr. Madigan of the Port Clinton Army Depot. I was informed that this would be sent to you in the form of a bill and I should wait until we received a bill from you. However, we are mailing the check for \$42.00 to Columbus today.

M. A. BRAUNSTEIN 6549 Darlington Rd. Pittsburgh 17, Pa.

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IMMEDIATE REPLY PLEASE	NOTE ENCLOSURES		
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Mr. Melvin Br	aunstein		FROM		
TO 6549 Darlingt				ITTS CHEMICAL 42 LOCUST STREET P. O. BOX 375	CO.
Pittsburgh, P	a. 15217			ELYRIA, OHIO FA 3-3278	
SUBJECT:				DATE: Aug. 18, 190	66
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GRAYARC CO., BROOKLYN 32, N. Y.

DATE

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THE Employers' Group

OF INSURANCE COMPANIES

BOSTON, MASSACHUSETTS 02107

The	Employers' Liability Assurance Corporation, Limited	
	American Employers' Insurance Company	XX
	The Employers' Fire Insurance Company	
	The Northern Assurance Company of America	

CERTIFICATE OF INSURANCE

Date August 15, 1966

Chis is to certify that the Company, indicated above by an "X", has issued a policy or policies, covering in accordance with the terms thereof, to the insured named below. It is the intention of the Company that it the event of cancelation of the policy or policies by the Company during the periods of coverage as stated herein, days written notice of such cancelation will be mailed to the party to whom this Certificate is issued, at the address stated below.

Name And Address Of Party To Whom	This C	ertificate Is Issued	Name And Ad	Name And Address Of Insured					
Government of t United States o		wrica			P.	itts Chemics G. Box 375, yria, Ohio	•		
,									
Description of Motor Vehicle or Operations of Insured	As	y and all Moto	r Yehicles	- Any and	•11	Operations	of Insured.		
Place of Caraging or Location of Operations or Premises		Elyria,	Ohlo and e	isushere in	th	e State of C	hio		
TYPE OF POLICY	_ x *	DOLLGY NUMBER 4	POLIC	Y PERIOD		LIAALT	C OF HARMAN		
(a) Standard Workmen's	7^	POLICY NUMBER †	EFFECTIVE	EXPIRATION		LIMIT	S OF LIABILITY		
Compensation &						STATUTORY			
Employers' Liability					\$		Coverage B		
(b) General Liability									
BODILY INJURY	x	CLA18221581	1-1-66	1-1-67					
Premises - Operations					\$	100,000.00	Each Person		
Elevators					11				
Independent Contractors					} \$	300,000.00	Each Accident		
Products							Aggregate Products		
Completed Operations					\$		Aggregate Comp. Operations		
Contractual					′				
PROPERTY DAMAGE									
Premises - Operations	X	CLA 1822 1381	1-1-66	1-1-67) \$	25,000.00	Each Acci dent		
Elevators					\$		Aggregate - Oper.		
Independent Contractors					\$		Aggregate - Protective		
Products					1		(Aggregate - Products		
Completed Operations					\$		Aggregate - Comp. Operations		
Contractual) \$		Aggregate - Contractual		
(c) Automobile Liability									
BODILY INJURY	×	CLA18221581	1-1-66	1-1-67					
Owned Automobiles	X		· · · · · · · · · · · · · · · · · · ·) \$	100,000.00	Each Person		
Hired Automobiles	X				}				
Non-owned Automobiles	X)\$	300,000.00	Each Accident		
PROPERTY DAMAGE	X	CLA1822 1581	1-1-66	1-1-67					
Owned Automobiles	1)				
Hired Automobiles	X	·			\$	25,000.00	Each Accident		
Non-owned Automobiles	X)				
(d)									
					l				

This Certificate of Insurance is not valid unless it is countersigned by a duly authorized agent of the Company.

*Absence of an "X" in these spaces means that insurance is not afforded with respect to the coverages or hazards opposite thereto. †If more than one kind of insurance is written on one policy the policy number need not be repeated.

(Authorized Agent)